



Transportation

PAT McCrory  
Governor

NICHOLAS J. TENNYSON  
Secretary

May 16, 2016

**ADDENDUM #1 DG00302**

DATE AND TIME OF BID OPENING: JUNE 2, 2016 AT 11:00 A.M.  
CONTRACT ID: DG00302  
WBS ELEMENT NO.: 462000.7.STR30T4, 80000.2.10  
FEDERAL AID NO.: FR-HSR-000610010  
COUNTY: ORANGE  
TIP NO.: P-4405K  
MILES: 0.0826  
ROUTE NO.: BYRDSVILLE ROAD (NON-SYSTEM)  
LOCATION: FROM NS/NCRR TO NC 86  
TYPE OF WORK: CROSSING CLOSURE, GRADING, DRAINAGE, CULVERT AND  
PAVING

The Railroad Insurance Provision provided to this office for this project was incorrect. The correct Railroad Insurance Provision is attached to this letter. Please void the last section of page O-6 and void pages O-7 through O-11 and insert the attached provision.

**Please note that the Contractor for this project will NOT remove the actual crossing.**

The bid opening remains the same.

I am sorry for the inconvenience.

Best Regards,

DocuSigned by:

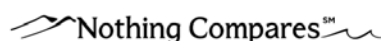
*Carolyn T. Huskins*

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Carolyn T. Huskins  
Division Proposal Engineer

CTH/cth

cc: file  
ec: Plan Rooms                      Plan Holders                      Posted to web



**SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST  
NORFOLK SOUTHERN RAILWAY COMPANY**

04/15

14     **INSURANCE:**     State Project: P-4405K     County: Orange

- A.     In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to provide coverage conforming to the requirements of the Federal-Aid Policy Guide outlined under 23 CFR 646A for all work to be performed on Railroad right(s) of way by carrying insurance of the following kinds and amounts:

1.     **CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE:**

The Contractor shall furnish an original and one copy of the certificate of insurance and one certified copy of the policy to the Railroad and Department as evidence that, with respect to the operations he performs on railroad right of way, he carries regular Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, **shall be endorsed to name Railroad specified in item A.2.c. below as an additional insured, and shall include a severability of interests provision.** Also, Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. **Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision;**

2.     **RAILROAD PROTECTIVE LIABILITY INSURANCE:**

The Contractor shall furnish to the Railroad and Department an original and one duplicate of the Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a.     The insurer must be rated A- or better by A.M. Best Company, Inc.

NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or ACE or Affiliated Company.

- b. The policy must be written using one of the following combinations of Insurance Services Office (“ISO”) Railroad Protective Liability Insurance Form Numbers:
- (1) CG 00 35 01 96 and CG 28 31 10 93; or
  - (2) CG 00 35 07 98 and CG 28 31 07 98; or
  - (3) CG 00 35 10 01; or
  - (4) CG 00 35 12 04; or
  - (5) CG 00 35 12 07; or
  - (6) CG 00 35 04 13.

- c. The named insured shall read:

Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, Virginia 23510-2191  
Attn: Scott Dickerson, Director Risk Management

(NOTE: NS does not share coverage on RRPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Department project and contract identification numbers.

The Description and Designation shall read:

Removal of existing at-grade private crossing number 735 189T, MP H 43.90, Byrdsville Road, owned by North Carolina Railroad Company and operated by Norfolk Southern Railway, in Orange County, North Carolina, identified as NCDOT TIP P-4405K and Construction WBS 62000.7.STR29T3.

- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number.

Note: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.

- f. The name and address of the prime contractor must appear on the Declarations.
- g. The name and address of the Department must be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”

- h. Endorsements/forms that are required are:
    - (1) Physical Damage to Property Amendment
    - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
  - i. Other endorsements/forms that will be accepted are:
    - (1) Broad Form Nuclear Exclusion – Form IL 00 21
    - (2) 30-day Advance Notice of Non-renewal or cancellation
    - (3) 60- day written notice be given the Department prior to cancellation or change
    - (4) Quick Reference or Index Form CL/IL 240
  - j. Endorsements/forms that are **NOT** acceptable are:
    - (1) Any Pollution Exclusion Endorsement except CG 28 31
    - (2) Any Punitive or Exemplary Damages Exclusion
    - (3) Known injury or Damage Exclusion form CG 00 59
    - (4) Any Common Policy Conditions form
    - (5) Any Endorsement that limits or excludes Professional Liability coverage
    - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
    - (7) An Endorsement that excludes TRIA coverage
    - (8) A Sole Agent Endorsement
    - (9) Any type of deductible endorsement or amendment
    - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.
- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way

C All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

NCDOT Rail Division  
1556 Mail Service Center  
Raleigh NC 27699-1556  
Attn: Meredith McLamb

RAILROAD:

Risk Management  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, Virginia 23510-2191

D The insurance required herein shall not limit the obligations of Department or its Contractors under the terms of this agreement.

E. Submission Requirements

1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes.

2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:

a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.

b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.

3. It should be noted that the Railroad does not accept notation of Railroad Protective Insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

(1) The Railroad Engineer may require that the Contractor vacate Railroad property.

(2) The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such cost shall be included in prices bid for other items of the work as specified in the payment items.

**RAILROAD SITE DATA:**

The following information is provided as a convenience to the Contractor. This information is subject to change and the Contractor should contact the Railroad to verify the accuracy. Since this information is shown as a convenience to the Contractor but is subject to change, the Contractor shall have no claims whatsoever against either the Railroad or the Department of Transportation for any delays or additional costs incurred based on changes in this information.

Number of tracks	-	_____1_____
Number of trains per day	-	6 Passenger and 14 Freight_____
Maximum speed of trains	-	79 Passenger and 55 Freight_____